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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/504,159	02/15/2000	Lalitha Vaidyanathan	11374-002001	7527
28863	7590	03/12/2004	EXAMINER	
SHUMAKER & SIEFFERT, P. A. 8425 SEASONS PARKWAY SUITE 105 ST. PAUL, MN 55125			VIG, NARESH	
			ART UNIT	PAPER NUMBER
			3629	

DATE MAILED: 03/12/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application N .

09/504,159

Applicant(s)

VAIDYANATHAN ET AL.

Examiner

Naresh Vig

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MW

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 20 January 2003.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1 - 17, 20 - 22, 25 - 31, 56 - 73 and 93 - 108 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1 - 17, 20 - 22, 25 - 31, 56 - 73 and 93 - 108 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date <u>20</u> . | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

This is in reference to response received on 20 January 2003 to the office action mailed on 12 September 2003. Amendments to claims 1, 5 and 56, withdrawal of claims 75 – 92 and addition of claims 93 – 108 are acknowledged and considered. There are 61 claims, claims 1 – 17, 20 – 22, 25 – 31, 56 – 73 and 93 – 108 pending for examination.

Applicant is informed that the Sloo reference US Patent 5,895,450 teaches the claimed invention and therefore it is used as a cited reference in this office action.

Election/Restrictions

Newly submitted claims 101 – 107 are directed to an invention that is independent or distinct from the invention originally claimed for the following reasons: Claim 1 and its dependent claims as originally presented was a method claim for a online dispute resolution, whereas, claims 101 – 107 which are dependent on claim 1 is online dispute resolution with shopping capability over the internet.

Since applicant has received an action on the merits for the originally presented invention, this invention has been constructively elected by original presentation for prosecution on the merits. Accordingly, claims 101 - 107 withdrawn from consideration

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as being directed to a non-elected invention. See 37 CFR 1.142(b) and MPEP § 821.03.

Claim Objections

Claim 93 is objected to because of the following informalities: Claim 93 recites "The system of claim 64, wherein the compares the case". Examiner reads the claim as "The system of claim 64, wherein the system compares the case".

Appropriate correction is required.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 95 – 97 recites the limitation " assigns a dispute resolution specialist to resolve the dispute in a fourth mode upon failure to reach a resolution in at least one of the other modes". There is insufficient antecedent basis for this limitation in the claim.

Claim Rejections - 35 USC § 102

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 1 –10, 11 – 13, 15 – 17, 20 – 22, 25 – 27, 56 – 73 and 93, 96 – 100 are rejected under 35 USC 102(e) as being anticipated by Sloo US Patent 5,895,450.

Regarding claim 1, Sloo discloses system and method for resolving an electronic commerce dispute involving one or more parties [col. 4, lines 45 – 53, register a complaint 300], comprising:

receiving over a computer network and from at least one party case information that describes the dispute [col. 2, lines 53 – 65, col. 3, lines 19 – 29];

executing software to apply a case-based reasoning system (e.g. neural networks) to the case information to produce a result for use in selection of a mode of resolving the dispute in accordance with an online dispute resolution process [col. 14, lines 2 – 11, lines 33 – 36]; and

presenting the result of the application of the case-based reasoning system, to the case information to the one or more parties -via the computer network to assist the parties in resolving the dispute [col. 13, lines 1-59 – col. 14, lines 1-16 sets forth the use of artificial intelligence to provide information to users as to appropriate action].

Regarding claim 2, Sloo discloses to automatically selecting one of two modes of resolving the dispute based on the result from the case based reasoning system (be able to predict best action given the situation) [col. 14, lines 8 – 11].

Sloo discloses plurality of methods to settle a dispute [Fig. 7]. Sloo methods to resolve disputes includes the first mode requiring the online dispute resolution process being driven by an electronic agent to assist the parties in resolving the dispute (negotiate) and the second mode involving a human dispute resolution specialist (judge/jury).

Regarding claim 3, Sloo disclose to have history file [col. 14, lines 33 – 36].

Regarding claim 4, Sloo discloses history file contains patterns and precedents and applying the patterns and precedents to generate an outcome prediction [col. 14, lines 33 – 36].

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Regarding claim 5, Sloo discloses presenting the outcome prediction to the parties to assist the parties in selecting the mode of resolving the dispute [col. 14, lines 33 – 36, Fig. 2].

Regarding claim 6, Sloo discloses outcome prediction includes one or more likely outcomes and associated probabilities of occurrence (Sloo discloses neural networks).

Regarding claim 7, Sloo discloses receiving settlement position from the parties [col. 4, lines 63 – 65].

Regarding claim 8, Sloo discloses automatically settling the dispute if the settlement positions satisfy a predetermined criteria (Automatic Negotiator) [col. 10, lines 35 – 39].

Regarding claim 9, Sloo discloses monetary settlement position [col. 7, line 66 – col. 8, line 4].

Regarding claim 10, Sloo discloses nonmonetary settlement position [col. 7, line 66 – col. 8, line 4].

Regarding claim 12, Sloo discloses dispute resolution specialist generates a final recommended resolution [Fig. 7].

Regarding claim 13, Sloo discloses resolution is accepted by the one or more parties [col. 9, lines 50 – 52].

Regarding claim 15, Sloo discloses communicating among the parties using a plurality of communication modes [Fig. 2, communication network].

Claim 16, Sloo discloses wherein the communication modes include a public messaging mode in which communication is automatically shared between all of the parties and the dispute resolution specialist, and a private messaging mode in which communication for a given one of the parties is automatically shared only between that

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one of the parties and the dispute resolution specialist [Fig. 2, col. 2, lines 7 – 9, col. 3, lines 36 – 38].

Regarding claim 15, Sloo discloses public and private mode of communication. Therefore it is inherent that mode of communication is selected by the system or users of the system e.g. dispute resolution specialist to determine how to communicate with other parties.

Regarding claims 20 – 21, Sloo discloses visual cues to highlight agreements between the parties [col. 13, lines 12 – 17].

Regarding claim 22, Sloo discloses providing a forum storing data on participation of a buyer or seller in dispute resolution process to resolve electronic commerce disputes in an electronic marketplace [col. 2, lines 7 – 10].

Regarding claim 25, Sloo discloses data compliance of a participant to the final decision made in the resolution of the dispute [col. 2, lines 7 – 20].

Regarding claim 26, Sloo discloses visual cues to highlight information [col. 13, lines 12 – 17].

Regarding claim 27, Sloo discloses assigning the dispute resolution specialist to a particular dispute [col. 8, line 9].

Claim 30 (previously Presented): The method of claim 29, further comprising showing a visual indicia to indicate membership in the dispute resolution process.

Claim 31 (Original): The method of claim 30, wherein the visual indicia is a medallion.

Regarding claim 56, Sloo discloses:
receiving case information via a computer network, wherein the case information that describes an electronic commerce dispute from one or more parties to the dispute [col. 2, lines 53 – 65, col. 3, lines 19 – 29];

executing software to compare the case information to facts of previously resolved disputes to produce a result for use in selection of a mode of resolving the dispute in accordance with a dispute resolution process [col. 14, lines 2 – 11, lines 33 – 36]; and

presenting the result of the comparison to the parties via the computer network [col. 14, lines 2 – 11].

Regarding claim 57, Sloo discloses:

maintaining a database that stores facts and outcomes of previously resolved disputes [col. 2, lines 4 – 6, col. 5, line 4];

searching the database to identify previously resolved disputes with facts that are similar to the case information [col. 10, lines 22 – 27].

Regarding claim 58, Sloo discloses presenting the outcomes of identified previously resolved disputes [col. 14, lines 2 – 7].

Regarding claim 59, Sloo discloses to summarize the outcomes of the identified previously resolved disputes [col. 14, lines 2 – 7].

Regarding claim 60, Sloo discloses:
generating an outcome prediction as a function of the facts and outcomes of the identified disputes [col. 10, lines 22 – 27]; and
presenting the outcome prediction to the parties [col. 14, lines 2 – 7].

Regarding claim 61, Sloo discloses outcome prediction includes at least one likely outcome [col. 10, lines 34 – 39].

Regarding claim 62, Sloo discloses associated probabilities of occurrence of the at least one likely outcome (Sloo discloses Neural Networks).

Regarding claim 63, Sloo discloses presenting the at least one likely outcome to the parties as a potential resolution of the dispute [col. 10, lines 13 – 21].

Regarding claim 64, Sloo discloses:
a database to store facts and outcomes of previously resolved disputes [col. 5, line 4]; and

a server to receive case information that describes an electronic commerce dispute from one or more parties to the dispute via a network, wherein the server compares the case information to the facts of previously resolved disputes stored by the database to produce a result for use in selection of a mode of resolving the dispute, and presents a result of the comparison to the parties via the network [Fig. 1].

Regarding claim 65, Sloo discloses means to search the database to identify previously resolved disputes with facts that are similar to the case information [col. 10, line 14 – 18].

Regarding claim 66, Sloo discloses means to present the result of the comparison by presenting the outcomes of identified previously resolved disputes [col. 10, lines 13 – 22].

Regarding claim 67, Sloo discloses means to summarize the outcome of identified previously resolved disputes [col. 14, lines 2 – 7].

Regarding claim 68, Sloo discloses means for presenting the result of the comparison by generating an outcome prediction as a function of the facts and

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outcomes of the identified disputes, and presenting the outcome prediction to the parties (Sloo discloses Neural Networks).

Regarding claim 69, Sloo discloses means wherein outcome prediction includes at least one likely outcome [col. 10, lines 34 – 39].

Regarding claim 70, Sloo discloses means wherein the outcome prediction includes associated probabilities of occurrence of the at least one likely outcome (Sloo discloses Neural Networks).

Regarding claim 71, Sloo discloses means wherein the server presents the at least one likely outcome to the parties as a potential resolution of the dispute [col. 10, lines 34 – 39]..

Regarding claim 72, Sloo discloses means for:
determining a current mode of resolving the dispute; and
automatically selecting a communication mode based on the determination (Sloo discloses public and private mode of communication).

Regarding claim 73, Sloo discloses means for providing the data to the parties to assist the resolution of the dispute [col. 8, line 35 – 38].

Regarding claim 93, Sloo discloses means to compare the case information to facts of previously resolved disputes to automatically select a resolution mode comprising one of (i) a direct negotiation mode that allows the parties to directly negotiate a resolution to the dispute via the computer network, (ii) a conciliation mode that allows the parties to negotiate the resolution to the dispute through a mediator, and (iii) mediation mode that allows a mediator to propose a resolution to the dispute [col. 14, lines 2 – 7, lines 33 – 36, Fig. 6].

Regarding claim 98, Sloo discloses means for further comprising a software program executing on the server to automatically assemble the case information from records provided by the parties, wherein the software module presents sample resolutions to the parties to aid the parties in resolving the case, and presents the case information in a form that identifies areas of agreement between the parties [Fig. 1].

Regarding claim 99, Sloo discloses means comprising:

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a first software program operating the server to assemble the case information from records provided by the parties [col. 3, lines 26 – 28]; and

a second software program operating on the server to assist a dispute resolution specialist in identifying similar cases from a historical database of past cases [col. 12, lines 25 – 32].

Regarding claim 100, Sloo discloses:

maintaining a database that stores facts and outcomes of previously resolved electronic commerce disputes, and wherein executing software apply a case-based reasoning system [col. 5, line 4, Sloo also discloses neural network] comprises:

searching the database to identify previously resolved disputes with facts that are similar to the case information [col. 10, lines 13 – 22];

identifying at least one likely outcome of the dispute based on the outcomes of the identified previously resolved disputes [col. 10, lines 34 – 39]; and

presenting the identified likely outcomes to the parties as a potential resolution to the dispute to assist the parties in negotiating a resolution to the dispute [col. 14, lines 2 – 11].

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over Sloo US Patent 5,895,450 in view of Collins et al. US Publication US 2002/0007362 hereinafter known as Collins.

Regarding claim 11, Sloo does not disclose to resolve the dispute by transitioning from a mediation stage to an arbitration stage. However, Collins discloses system and method which allows transition from mediation to transition stage [Fig. 8c]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Sloo as taught by Collins to get third party intervention when an agreement cannot be reached.

Claims 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Sloo US Patent 5,895,450 in view of Burchetta US Patent 6,330,551.

Regarding claim 14, Sloo does not disclose creating a contract between the one or more parties stating the willingness to abide by the recommended resolution. However, Sloo discloses to minimize liability resulting from the use of the apparatus and to encourage users to file complaints without the fear of lawsuits, the program may require that the subject agree to a wavier of liability before proceeding (col. 6, lines 33 – 36). Burchetta discloses the user system participation agreement. The agreement preferably details the terms of use of the system and details regarding the process (businesses are known to dictate terms for using the sytems). Therefore, it is known at the time of invention to a person with ordinary skill in the art to modify Sloo as taught by Burchetta et al. and get both the user and the subject to agree to the terms and conditions to make the third party decisions legally accepted which could results in user and the subject saving money by avoiding high court costs.

(contract - The agreement of two or more persons, upon a sufficient consideration or cause, to do, or to abstain from doing, some act; an agreement in which a party undertakes to do, or not to do, a particular thing; a formal bargain; a compact; an interchange of legal rights. -Wharton, see "www.dictionary.com").

Claim 28 – 29 is rejected under 35 U.S.C. 103(a) as being unpatentable over Sloo US Patent 5,895,450 in view of Cookmeyer II et al. US Patent 6,363,384 hereinafter known as Cookmeyer.

Regarding claims 28, applicant discloses that “The dispute resolution system can be provided as an insurance covering transactions, where a seller in a transaction is a registered subscriber before a transaction is insured. (page 5, lines 20 – 22)”. Neither Sloo nor Cookmeyer disclose to use the system as a means of insurance. However, it is known at the time of invention to a person with ordinary skills in the art that business do offer various forms of dispute resolutions means (warranty, money back guarantee etc.). Therefore, it is obvious to a person with ordinary skill in the art to offer some kind of customer assurance (means for resolving the dispute) to convince the customer that if they have some dispute with the product they are purchasing they can resolve in the disclosed means. For example, the dispute can against a cleaner damaging the appliance (customer can return the product (automatic), file a complain with the manufacturer (negotiate), file a law suit in the court (arbitration)) etc.

Regarding claim 29, Sloo discloses seller (user) in a transaction to be a registered subscriber (user) before a transaction is insured [col. 4, lines 1 – 6].

Claim 30 – 31 is rejected under 35 U.S.C. 103(a) as being unpatentable over Sloo US Patent 5,895,450 in view of Cookmeyer II et al. US Patent 6,363,384 hereinafter known as Cookmeyer further in view of Bell Atlantic.

Regarding claims 30 - 31, Sloo does not disclose showing a visual indicia and medallions to indicate membership to organizations or services. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that businesses are known to display indicia and medallions to indicate memberships, affiliations etc. For example, Better Business Bureau (BBB) indicia and medallions. Also, BellAtlantic discloses system and method where it uses visual indicia. Therefore, It is known at the time of the invention to a person with ordinary skills in the art to modify Sloo as taught by BellAtlantic and display indicia and medallions showing their participation in several systems, groups, associations, etc. to promote their business.

Claim 94 is rejected under 35 U.S.C. 103(a) as being unpatentable over Sloo US Patent 5,895,450.

Regarding claim 94, Sloo does not disclose means wherein a server provides a pre-programmed recommended resolution to at least one of the parties based on the

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comparison. Sloo discloses Neural Networks and databases. Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that businesses have used data loaders to load data into the database, neural networks are trained (programmed) to have information to perform analysis. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to load the information (pre-program) the information into the system to make the system ready for commercial use.

Regarding claim 108, Sloo does not disclose training specialists, and restricting access of the system to specialists who have completed the training. However, Official notice it is a business choice to elect rules and regulations for the use of the system.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Applicant is required under 37 CFR '1.111 (c) to consider the references fully when responding to this office action.

1. An Introduction To Neural Networks

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

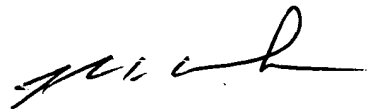
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Naresh Vig whose telephone number is 703.305.3372. The examiner can normally be reached on M-F 7:30 - 5:00 (Alt Friday off).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 703.308.2702. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Naresh Vig
February 22, 2004



JOHN G. WEISS
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